SECTION I

HOLD HARMLESS CLAUSE - The undersigned, its officers, employees, or representatives shall indemnify, defend and hold harmless the City of Jackson, its officers, employees, agents or representatives from and against any and all claims, damages, actions, liability, and expenses including reasonable attorneys' fees and court costs relative to bodily injury or property damage sustained by a person as a result of the negligent use or maintenance of a permitted mobile vendor space.

INSURANCE REQUIREMENTS – The undersigned shall procure and maintain liability insurance coverage in the amount of \$500,000 per mobile push cart and per mobile food preparation vehicle during the term of this Permit with companies licensed to do business in the State of Mississippi. Such polices shall name the City as an additional insured and shall not be subject to material change or cancellation except after thirty (30) days written notice from the insurer to the City as to such condition. Upon execution of this agreement, the Vendor shall provide the City with a Certificate of Insurance, and upon request by the City, the Vendor shall provide certified copies of the policies and reasonable proof of payment of premiums.

SECTION II

APPLICATION GUIDELINES FOR MOBILE VENDING PERMIT

NOTE: ALL COMPLETED APPLICATIONS MUST BE HAND SUBMITTED BY APPOINTMENT ONLY

DEFINITIONS:

MOBILE FOOD VENDOR: any person who sells food and/or beverages from a mobile pushcart or motorized mobile food preparation vehicle on a consistent basis and for a period of more than 15 days each calendar year.

MOBILE PUSHCART: any portable vending device, pushcart or other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Department of Transportation, used for the displaying, storing or transporting of food offered for sale by a vendor. Said cart may be up to four feet in width, six feet in length, excluding auxiliary items such as handles or fenders, or otherwise the cart shall not occupy space greater than a total of twenty-four square feet.

MOBILE FOOD PREPARATION VEHICLE: any motorized vehicle that includes a self-contained kitchen in which food is prepared, processed or stored and used to sell and dispense food to the consumer. The unit must be on wheels (excluding boats and trailers) at all times. This definition does not include pushcarts.

APPLICATION CHECKLIST

The following items must be submitted in conjunction with	n the completed application to the Signs & License
Division for the acceptance, review and approval of the Fo	od Vending Application:

A separate application and fee is required for each site
\$500 - Permit Fee per vending unit
Payment – Certified Check Business Check or Money Order made Payable to the City of Jackson –
Include in the memo section—"Mobile Vending Application"
A scaled sketch plan or colored photographs of the proposed mobile pushcart or mobile food preparation
vehicle
A site plan of the requested location(s)
Valid ID (driver's license or other government issued form of ID)
Copy of City of Jackson Privilege License
Copy of MS Dept. of Health Food Vending Permit
Copy of Certificate of Insurance
Copy of notarized consent form from property owners within 150' feet of the requested vending site
A listing of each employee's name and position for the requested site
Dates, jurisdiction, court and disposition of:
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- All felony charges related to the applicant or any principal applicant
- All misdemeanor and violations directly related to food, food preparation, permit operations, and for business operations, related to the applicant or any principal of the applicant

FIELD REVIEW & INSPECTION

Upon submission of the completed application, a field review of the requested vending site will be required to document the exact location for the placement of the mobile pushcart or mobile food preparation vehicle.